

# APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

**Notice to Seller:** Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et.seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

**Notice to Purchaser:** The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

LOCATION OF SUBJECT PROPERTY 19734 US Hwy 169 Nowata, OK 74248

SELLER IS ☒ IS NOT ☐ OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

## ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services	Working	Not Working	Do Not Know if Working	None/Not Included
Sprinkler System				<input checked="" type="checkbox"/>
Swimming Pool				<input checked="" type="checkbox"/>
Hot Tub/Spa				<input checked="" type="checkbox"/>
Water Heater <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar				<input checked="" type="checkbox"/>
Water Purifier				<input checked="" type="checkbox"/>
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				<input checked="" type="checkbox"/>
Sump Pump				<input checked="" type="checkbox"/>
Plumbing	<input checked="" type="checkbox"/>			
Whirlpool Tub				<input checked="" type="checkbox"/>
Sewer System <input type="checkbox"/> Public <input checked="" type="checkbox"/> Septic <input type="checkbox"/> Lagoon				
Air Conditioning System <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump				
Window Air Conditioner(s)				<input checked="" type="checkbox"/>
Attic Fan				<input checked="" type="checkbox"/>
Fireplaces				<input checked="" type="checkbox"/>
Heating System <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump				
Humidifier				<input checked="" type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>			

Appliances/Systems/Services	Working	Not Working	Do Not Know if Working	None/Not Included
Gas Supply <input type="checkbox"/> Public <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Butane				
Propane Tank <input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned				
Electric Air Purifier				<input checked="" type="checkbox"/>
Garage Door Opener	<input checked="" type="checkbox"/>			
Intercom				<input checked="" type="checkbox"/>
Central Vacuum				<input checked="" type="checkbox"/>
Security System <input type="checkbox"/> Rent <input type="checkbox"/> Own <input type="checkbox"/> Monitored				<input checked="" type="checkbox"/>
Smoke Detectors	<input checked="" type="checkbox"/>			
Dishwasher	<input checked="" type="checkbox"/>			
Electrical Wiring	<input checked="" type="checkbox"/>			
Garbage Disposal				<input checked="" type="checkbox"/>
Gas Grill				<input checked="" type="checkbox"/>
Vent Hood	<input checked="" type="checkbox"/>			
Microwave Oven				<input checked="" type="checkbox"/>
Built-in Oven/Range	<input checked="" type="checkbox"/>			
Kitchen Stove	<input checked="" type="checkbox"/>			
Trash Compactor				<input checked="" type="checkbox"/>
Source of Household Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well <input checked="" type="checkbox"/> Private/Rural District				

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials SM Seller's Initials SM



LOCATION OF SUBJECT PROPERTY \_\_\_\_\_

IF YOU ANSWERED Not Working to any items on page one, please explain. Attach additional pages with your signature.

**Zoning and Historical**

1. Property is zoned: (Check One) ☒ residential ☐ commercial ☐ historical ☐ office ☒ agricultural ☐ industrial  
☐ urban conservation ☐ other ☐ unknown

2. Is the property designated as historical or located in a registered historical district? Yes ☐ No ☐

**Flood and Water**

Yes No

3. What is the flood zone status of the property? \_\_\_\_\_

4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act? ☐ Yes ☒ No

5. Are you aware of any flood insurance requirements concerning the property? ☐ Yes ☒ No

6. Are you aware of any flood insurance on the property? ☐ Yes ☒ No

7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading problems? ☐ Yes ☒ No

8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?" ☐ Yes ☒ No

9. Are you aware of any occurrence of water in the heating and air conditioning duct system? ☐ Yes ☒ No

10. Are you aware of water seepage, leakage or other draining problems in any of the improvements on the property? ☐ Yes ☒ No

**Additions/Alterations/Repairs**

Yes No

11. Are you aware of any additions being made without required permits? ☐ Yes ☒ No

12. Are you aware of any previous foundation repairs? ☐ Yes ☒ No

13. Are you aware of any alterations or repairs having been made to correct defects or problems? ☐ Yes ☒ No

14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage? ☐ Yes ☒ No

15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property? ☒ Yes ☐ No

16. Approximate age of roof covering, if known 2012 number of layers, if known metal

17. Do you know of any current problems with the roof covering? ☐ Yes ☒ No

18. Are you aware of treatment for termite or wood-destroying organism infestation? ☐ Yes ☒ No

19. Are you aware of a termite bait system installed on the property? ☐ Yes ☒ No

20. If yes, is it being monitored by a licensed exterminating company? If yes, annual cost \$ \_\_\_\_\_

21. Are you aware of any damage caused by termites or wood-destroying organisms? ☐ Yes ☒ No

22. Are you aware of major fire, tornado, hail, earthquake or wind damage? ☒ Yes ☐ No

23. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired? ☒ Yes ☐ No

24. Are you aware of problems pertaining to sewer, septic, lateral lines or aerobic system? ☐ Yes ☒ No

**Environmental (Continued on Page 3)**

Yes No

25. Are you aware of the presence of asbestos? ☐ Yes ☒ No

26. Are you aware of the presence of radon gas? ☐ Yes ☒ No

27. Have you tested for radon gas? ☐ Yes ☒ No

28. Are you aware of the presence of lead-based paint? ☐ Yes ☒ No

29. Have you tested for lead-based paint? ☐ Yes ☒ No

30. Are you aware of any underground storage tanks on the property? ☐ Yes ☒ No

31. Are you aware of the presence of a landfill on the property? ☐ Yes ☒ No

32. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact? ☐ Yes ☒ No

33. Are you aware of the existence of prior manufacturing of methamphetamine? ☐ Yes ☒ No

34. Have you had the property inspected for mold? ☐ Yes ☒ No

35. Are you aware of any remedial treatment for mold on the property? ☐ Yes ☒ No

36. Are you aware of any condition on the property that would impair the health or safety of the occupants? ☐ Yes ☒ No

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials SM Seller's Initials SM



LOCATION OF SUBJECT PROPERTY _____		
<b>Environmental (Continued from Page 2)</b>		
	Yes	No
37. Are you aware of any wells located on the property?		<input checked="" type="checkbox"/>
38. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? _____ YES <input checked="" type="checkbox"/> NO		
<b>Property Shared in Common, Easements, Homeowner's Associations and Legal</b>		
	Yes	No
39. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?		<input checked="" type="checkbox"/>
40. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		<input checked="" type="checkbox"/>
41. Are you aware of encroachments affecting the property?		<input checked="" type="checkbox"/>
42. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) _____ monthly _____ quarterly _____ annually Are there unpaid dues or assessments for the property? _____ YES <input checked="" type="checkbox"/> NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____		
43. Are you aware of any zoning, building code or setback requirement violations?		<input checked="" type="checkbox"/>
44. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		
45. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		<input checked="" type="checkbox"/>
46. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		<input checked="" type="checkbox"/>
47. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom <u>Donation</u> Payable: (check one) _____ monthly _____ quarterly _____ annually		
48. Is the property located in a private utility district? Check applicable <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Garbage _____ Sewer _____ Other _____ If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)		
<b>Miscellaneous</b>		
	Yes	No
49. Are you aware of other defect(s) affecting the property not disclosed above?		<input checked="" type="checkbox"/>
50. Are you aware of any other fees or dues required on the property that you have not disclosed?		<input checked="" type="checkbox"/>

If you answered YES to any of the items on pages two and three, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property. \_\_\_\_\_

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? (circle one): YES NO If yes, how many? \_\_\_\_\_


 12-20-21
 
 12-20-2021

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

**A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.**

**The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition.** The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_ Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_



# OKLAHOMA REAL ESTATE COMMISSION

## DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- |                                                    |                                                                 |                                           |
|----------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Buyer Brokerage Agreement | <input checked="" type="checkbox"/> Listing Brokerage Agreement | <input type="checkbox"/> Option Agreement |
| <input type="checkbox"/> Sales Agreement           | <input type="checkbox"/> Exchange Agreement                     | <input type="checkbox"/> Other _____      |

**1. Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
  - 1) receive all written offer and counteroffers;
  - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

**2. Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on \_\_\_\_\_ day of \_\_\_\_\_.

(Print Name) Samuel K Mensch

(Signature)  12-20-21

(Print Name) Sharon D Mensch

(Signature)  12-20-21